



The Golf Club at Briar's Creek Property Owners Association

July 8, 2021

UPS 1Z 9Y1 974 30 9472 8846

The Honorable Jocelyn D. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Docket 2020-276-S, Order No. 2021-471

Dear Ms. Boyd:

Please accept this notification that Briar's Creek Holdings, LLC transferred ownership of a sewerage system and related facilities to The Golf Club at Briar's Creek Property Owners Association on June, 7, 2021. Attached are the documents that were submitted to Charleston County Clerk's office to record the transaction.

This information is provided to comply with Order No. 2021-471, Section IV.2 that was issued on July 8, 2021.

Thank you for your consideration. Please contact us at your earliest convenience should you have any questions or concerns.

Sincerely,

Robert J. Licato
President

Cc: Office of Regulatory Staff
J. Bunting, Sentry Management
T. Walker, Walker Gressette Freeman & Linton

C/O Sentry Management, 4401 Leeds Avenue, Suite 120, North Charleston, SC 29405

WITNESS our Hands and Seals this 1th day of June, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BRIAR'S CREEK HOLDINGS, LLC,
a Delaware limited liability company

[Signature]
Witness #1

By: RCM RECREATIONAL PROPERTIES LLC.
a Texas limited liability company
Title: Manager

[Signature]
Witness #2

By: [Signature]
Name: Robert J. Licato
Title: Vice President

STATE OF Texas)
COUNTY OF Harris)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 1th day of June, 2021 by Robert Licato, Vice President of RCM RECREATIONAL PROPERTIES, LLC, Manager of BRIAR'S CREEK HOLDINGS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Desiree Bailey (SEAL)
Notary Public for Texas
Print Name: Desiree Bailey
My commission expires: August 29, 2022

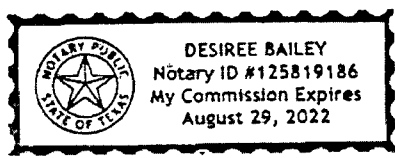


EXHIBIT A

Legal Description of Property

All those certain pieces, parcels or tracts of land situate in the State of South Carolina, County of Charleston, and being known and designated as (i) "Tract B-A1" containing 6.64 acres; and (ii) "Tract B-A2" containing 15.00 acres, each as shown on that certain plat prepared by Thomas & Hutton Engineering & Surveying dated November 16, 2016 and recorded in the Office of the Register of Deeds for Charleston County, SC in Plat Book L17, at Pages 0085 through 0092, and also generally depicted on that certain Exhibit of Briar's Creek Golf Club Wastewater Treatment Plant prepared by Thomas & Hutton dated July 30, 2020 and attached hereto as Exhibit B.

This conveyance is made subject to the reservation by the Grantor, its successors and assigns, of (a) a non-exclusive, permanent appurtenant right and easement over, across, under and upon those portions of Tract B-A1 labeled "New 25' Ingress/Egress Easement" for purposes of ingress and egress in any manner, shape or form and by any mode of transportation from Blackground Road to Tract B shown on the attached Exhibit B; and (b) a non-exclusive, permanent appurtenant right and easement over, across, under and upon Tract B-A1 for use as a burn field for the burning of tree, brush and other yard debris.

DERIVATION FOR INFORMATIONAL PURPOSES ONLY: These tracts being part of the same property conveyed to Briar's Creek Holdings, LLC by deed from Briar's Creek Golf, LLC dated May 15, 2015 and recorded May 15, 2015 in Book 0475, Page 958, Charleston County Register of Deeds.

TAX MAP NUMBERS FOR INFORMATIONAL PURPOSES ONLY:

260-00-00-122

260-00-00-123

EXHIBIT B

Exhibit of Briar's Creek Golf Club Wastewater Treatment Plant

See attached.

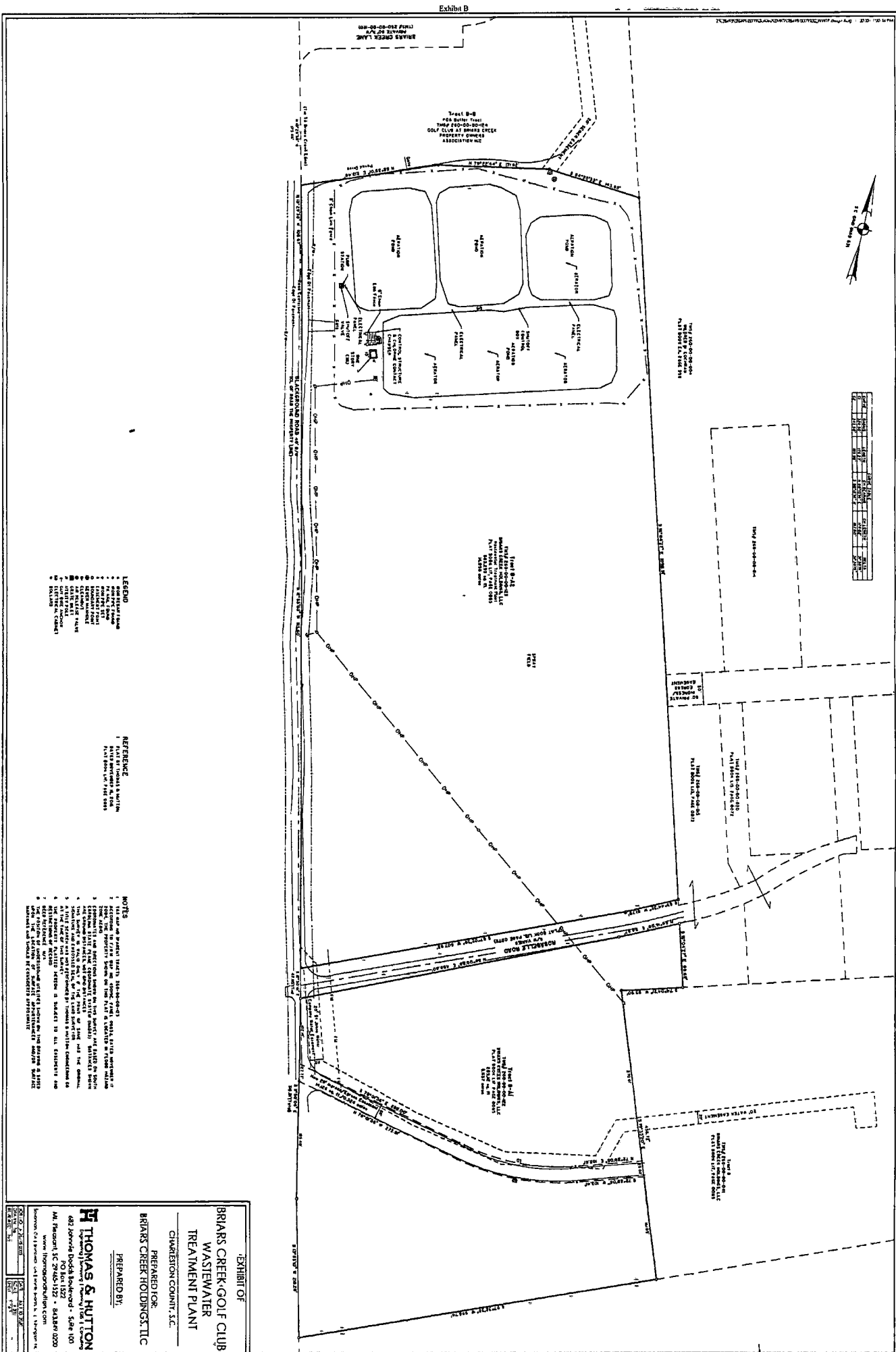


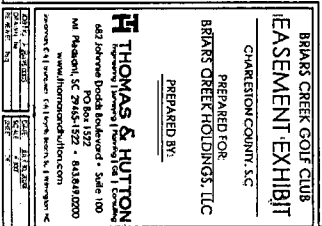
EXHIBIT OF
BRIARS CREEK GOLF CLUB
WASTEWATER
TREATMENT PLANT

CHARLESTON COUNTY, S.C.

PREPARED FOR:
BRIARS CREEK HOLDINGS, LLC

PREPARED BY:
H. THOMAS & HUTTON
 602 JEFFERSON BRIDGE ROAD, SUITE 100
 CHARLESTON, SC 29405-1122 • 843.870.0000
 www.thomashutton.com

DESIGNED BY:
H. THOMAS & HUTTON
 602 JEFFERSON BRIDGE ROAD, SUITE 100
 CHARLESTON, SC 29405-1122 • 843.870.0000
 www.thomashutton.com



June 11, 2021 1:48pm

B 1001 P 896**COPY**

This Document Prepared By and
After Recorded Return to:
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, SC 29401
Attn: Matthew J. Norton

STATE OF SOUTH CAROLINA)	DECLARATION OF COVENANTS FOR
)	MAINTENANCE OF
COUNTY OF CHARLESTON)	WASTEWATER TREATMENT FACILITY

THIS DECLARATION OF COVENANTS FOR MAINTENANCE OF WASTEWATER TREATMENT FACILITY ("Declaration") is effective as of the date of its recordation with the Office of the Register of Deeds for Charleston County, SC (the "Effective Date"), and is entered into by THE GOLF CLUB AT BRIAR'S CREEK PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, ("Association"), and BRIAR'S CREEK HOLDINGS, LLC, a Delaware limited liability company ("Holdings"). The Association and Holdings are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

A. Briar's Creek Golf, LLC, a South Carolina limited liability company ("Original Declarant") executed the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek on October 31, 2000 and recorded the same on November 6, 2000 in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD") in Book E358 at Page 249 (as amended or supplemented, the "Declaration") establishing the Golf Club at Briar's Creek in Charleston County, South Carolina (the "Community").

B. The Association is the homeowners' association responsible for governing the Community pursuant to the Declaration.

C. Concurrently with the execution of this Declaration, Holdings is conveying to the Association certain real property and equipment comprising a wastewater treatment facility (the "Facility") that provides wastewater treatment services to the Community, including (i) those certain pieces, parcels or tracts of land situate in the State of South Carolina, County of Charleston, and being known and designated as (a) "Tract B-A1" containing 6.64 acres; and (b) "Tract B-A2" containing 15.00 acres, each as shown on that certain plat prepared by Thomas & Hutton Engineering & Surveying dated November 16, 2016 and recorded in the Office of the Register of Deeds for Charleston County, SC in Plat Book L17, at Pages 0085 through 0092, and also generally depicted on that certain Exhibit of Briar's Creek Golf Club Wastewater Treatment Plant prepared by Thomas & Hutton dated July 30, 2020 and attached hereto as Exhibit A ("Facility Tract"), and (ii) all pipes, pumping equipment, meters, valves, gauges, and related equipment associated with the Facility (collectively, the "Equipment") located within certain private right-of-ways identified as Briar's Creek Lane, Wild Turkey Way, Gnarled Oaks Way, Bald Eagle Lane, Hidden Cottage Lane, Nesting Egret Drive, Golf Cottage Lane, Lone Eagle Lane and Charles Freer Court, and

generally depicted on that certain Briars Creek Golf Club Easement Exhibit prepared by Thomas & Hutton dated July 30, 2020 and attached hereto as Exhibit B (collectively, the “Roads”).

D. Holdings and the Association desire to enter into this Declaration to establish the covenants set forth herein regarding the maintenance of the Facility, the Facility Tract, the Equipment and the Roads.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Use and Maintenance.** The Association shall use the Facility, the Facility Tract and the Equipment for the provision of water and sewer utilities and wastewater treatment services to the Community, including the maintenance, repair, and replacement of the Facility, the Facility Tract and the Equipment (the “Services”). In connection with the performance of the Services, the Association shall (i) use good faith and commercially reasonable efforts to minimize disruption of the general use of the Roads; (ii) promptly restore any damage the Association causes to the Roads; (iii) procure all requisite governmental permits, approvals and encroachments prior to any maintenance, repair, and replacement of the Facility or the Equipment; (iv) except in cases of emergency, provide Holdings and the members of the Association reasonable advance notice before the commencement of land-disturbing, construction, or repair activities and cooperate with Holdings in scheduling any such activities; (v) except in cases of emergency, to the extent feasible, cause its contractors to not park within the Roads; (vi) adequately secure construction areas – especially overnight and weekends, if applicable; (vii) direct its contractors to conduct themselves in a professional manner and to use good faith and commercially reasonable efforts to minimize disruption of the general use of the Roads; and (viii) cause any portion of the Roads disturbed in connection with the performance of the Services to be returned to the condition that existed prior to such performance using conventional engineering practices and new replacement materials. The Association shall cause any Equipment to be continuously maintained and repaired at the Association’s sole cost and expense in accordance with all applicable governmental standards and regulations.

2. **Liens.** The Association shall not permit or cause any construction, mechanics’, laborers’, materialmen’s or other similar liens to attach to the Roads arising out of any matter arising from or relating to the performance of the Services. If, despite the foregoing, the Association permits or causes any such liens to attach to the Roads, the Association shall promptly cause such lien or liens to be discharged or bonded over in compliance with the laws of the State of South Carolina so as to remove the lien from the Roads. Nothing herein shall be construed to prohibit the Association from contesting the validity of any such construction, mechanics’, laborers’, materialmen’s or other similar liens, provided the Association promptly bonds the lien over in compliance with the laws of the State of South Carolina.

3. **Repairs; Indemnity.** The Association or its successors or assigns shall be responsible for maintenance and upkeep of the Facility, the Facility Tract and the Equipment. Any damages resulting to any of the Roads or any adjacent property from the use thereof by the Association or its agents or contractors shall be repaired by the Association or its successors or assigns. The Association shall defend, indemnify and save Holdings harmless from and against all costs, expenses, and damage of every kind or nature, including reasonable attorneys’ fees, arising out of any matters brought by third parties arising from or relating to the use of the Facility, the Facility Tract or the Equipment.

4. **No Partnership or Joint Venture.** This Declaration does not create an association, partnership, joint venture or a principal and agency relationship among the Parties.

5. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Facility, the Facility Tract, the Equipment or the Roads. No easements shall be implied by this Declaration.

6. **Duration; Running with the Land.** This Declaration shall constitute a covenant running with the land as a burden upon the Facility Tract, the Association and any successor in title to the Facility Tract.

7. **No Waiver.** No delay or omission by any Party in exercising any right or power accruing upon any noncompliance or failure of performance by the other Party under the provisions of this Declaration shall impair any such right or power or be construed to be a waiver thereof. Time is of the essence.

8. **Miscellaneous.** The headings of the articles, sections, paragraphs, subparagraphs, subdivisions, and subsections of this Declaration are for the convenience of reference only, are not to be considered a part hereof and do not limit or otherwise affect any of the terms hereof. This Declaration may be amended only by a written agreement executed by each of the Parties and properly recorded with the Office of the Register of Deeds for Charleston County, SC. This Declaration may be signed in counterparts which, when assembled, constitute one agreement. This Declaration shall be construed in accordance with the laws of the State of South Carolina without regard to the conflicts of law principles thereof.

[SIGNATURES ON FOLLOWING PAGES]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

[Signature]
Witness #2

BRIAR'S CREEK HOLDINGS, LLC.
a Delaware limited liability company

By: RCM RECREATIONAL PROPERTIES LLC.
a Texas limited liability company
Title: Manager

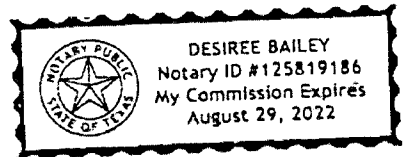
By: [Signature]
Name: Robert J. Licato
Title: Vice President

STATE OF Texas)
COUNTY OF Harris)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7th day of June, 2021,
by Robert Licato, Vice President of RCM RECREATIONAL PROPERTIES LLC, Manager of
BRIAR'S CREEK HOLDINGS, LLC, a Delaware limited liability company, on behalf of the limited
liability company.

Desiree Bailey (SEAL)
Notary Public for Texas
Print Name: Desiree Bailey
My commission expires: August 29, 2022



The Parties have caused this Declaration to be executed and delivered as of the Effective Date

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE GOLF CLUB AT BRIAR'S CREEK
PROPERTY OWNERS ASSOCIATION, INC., a
South Carolina non-profit corporation

C. J. Smith
Witness #1

By: Karen Sadik-Khan
Name: Karen Sadik-Khan
Title: BOARD MEMBER

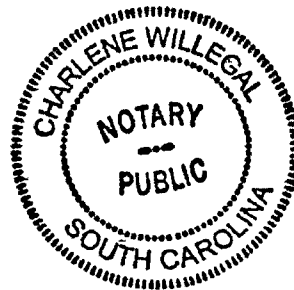
J. E. Moore
Witness #2

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8 day of June, 2021,
by Karen Sadik-Khan the Board Member of THE GOLF CLUB AT BRIAR'S CREEK
PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, on behalf of the
corporation.

Charlene Willegal (SEAL)
Notary Public for South Carolina
Print Name: Charlene Willegal
My commission expires: March 6, 2027



SIGNATURE PAGE TO DECLARATION OF COVENANTS FOR MAINTENANCE OF
WASTEWATER TREATMENT FACILITY

EXHIBIT A
FACILITY TRACT

See attached.

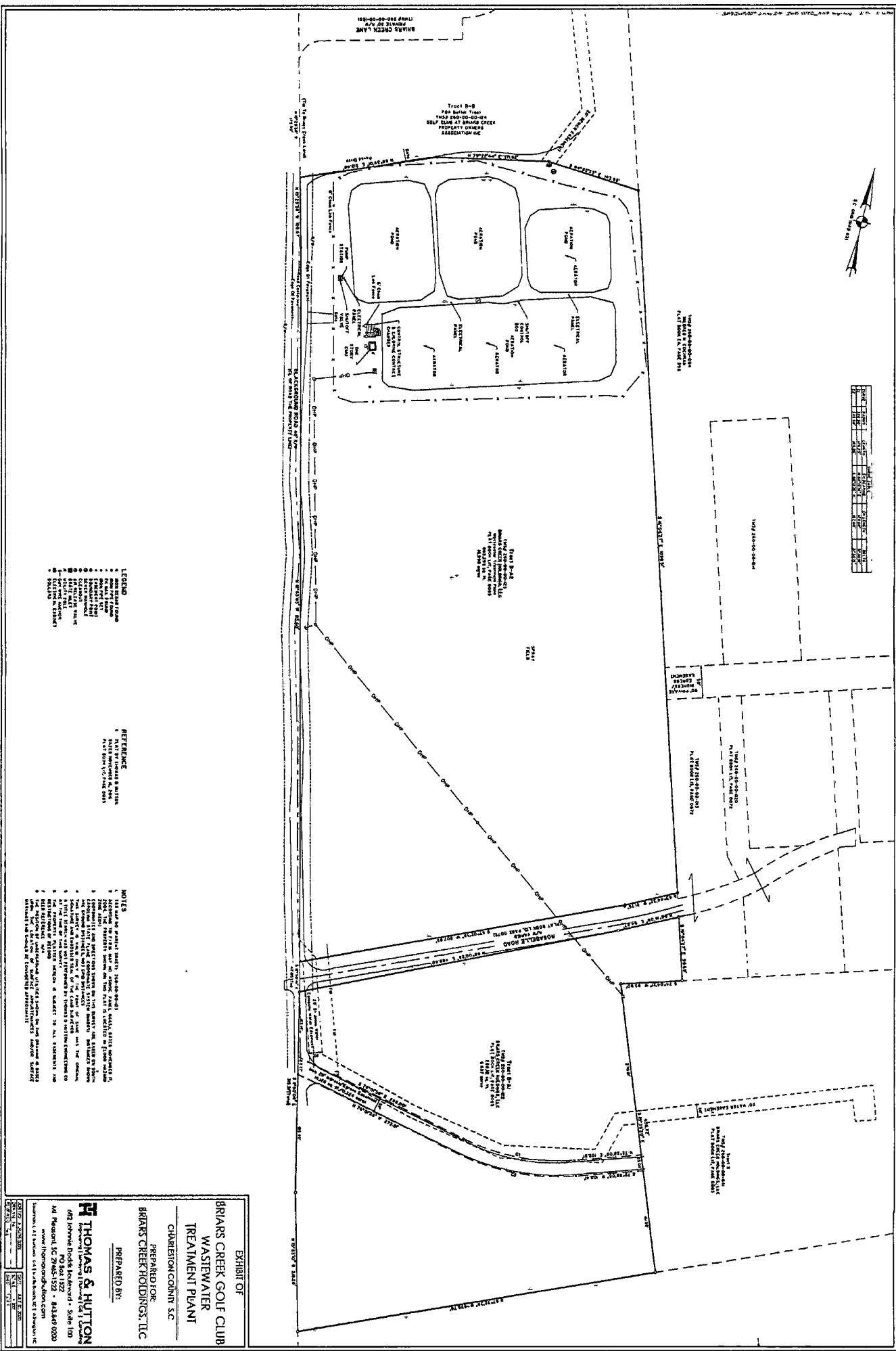


EXHIBIT OF

BRIARS CREEK GOLF CLUB

WASTEWATER

TREATMENT PLANT

CHARLESTON COUNTY, S.C.

PREPARED FOR:

BRIARS CREEK HOLDINGS, LLC

PREPARED BY:

THOMAS & HUTTON

Professional Surveyors (Charleston, S.C.)

601 Johnson Drive • Suite 100

Charleston, SC 29405-1522 • 843.849.0300

www.thomashutton.com

DATE: 2/20/2021

BY: [Signature]

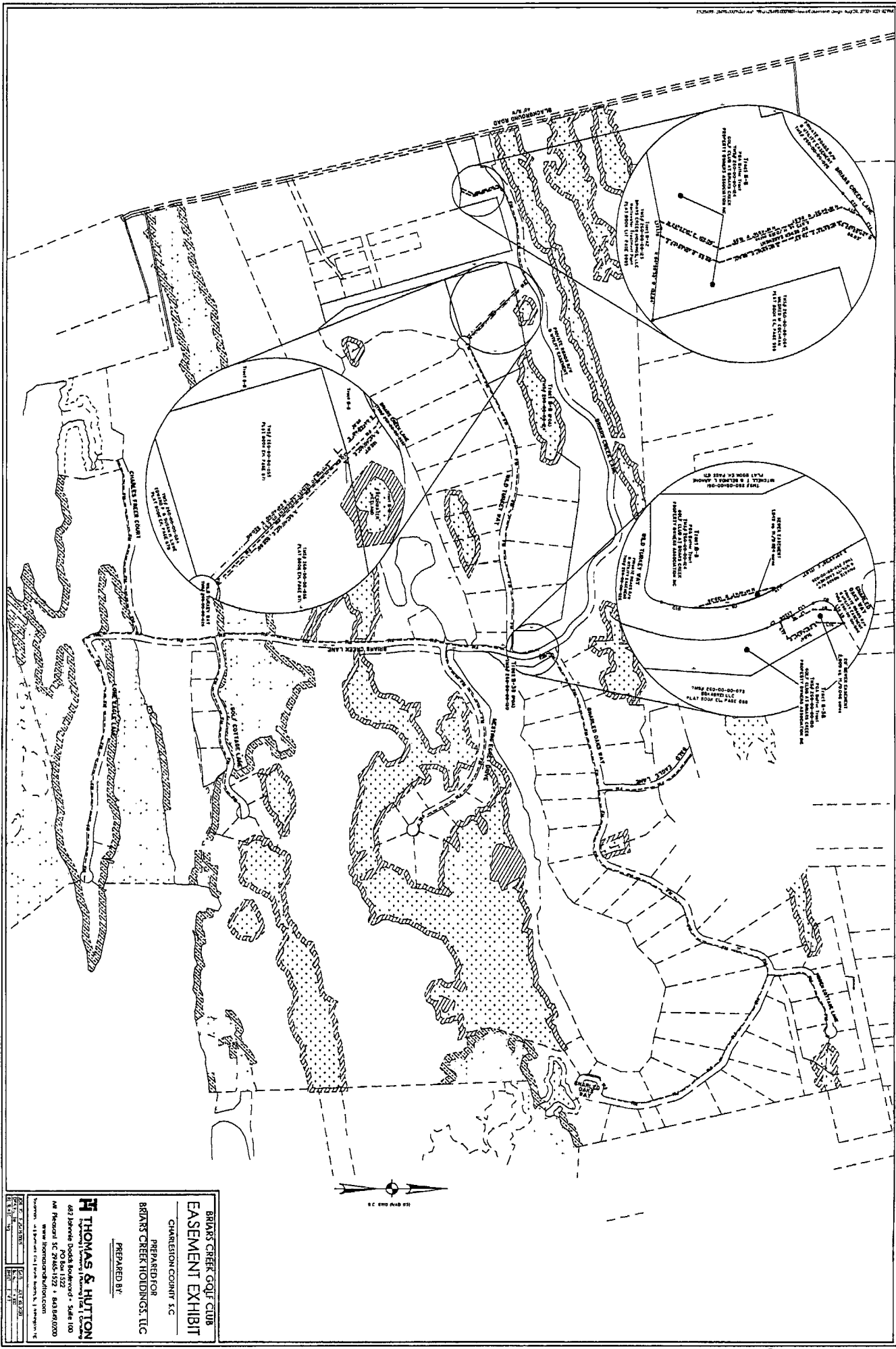
SCALE: 1" = 100'

DATE: 2/20/2021

EXHIBIT B

EQUIPMENT AND ROADS

See attached.



**BRAKES CREEK GOLF CLUB
EASEMENT EXHIBIT**

CHARLESTON COUNTY, SC

PREPARED FOR
BRAKES CREEK HOLDINGS, LLC

PREPARED BY
THOMAS & HUTTON
Surveyors & Engineers, Inc.
601 J. P. Rouse Co. Building - Suite 100
PO Box 1527 - Charleston, SC 29405-1527
www.thomashutton.com
Phone: 843.746.1527 Fax: 843.746.1528

DATE: 07/13/2021
BY: [Signature]